

EXHIBIT 8

*(Anne Zweiman's AXA Equitable
variable annuity contract no. 3-08658884,
Part 2 of 2)*

If the age or sex (if applicable as stated in the Tables of Guaranteed Annuity Payments) of any person upon whose life an Annuity Benefit depends has been misstated, any benefits will be those which would have been purchased at the correct age or sex. Any overpayments or underpayments made by us will be charged or credited with interest at the rate of 6%. Such interest will be deducted from or added to future payments.

If the amount to be applied hereunder is less than the minimum amount of \$2,000, as well as a minimum of \$20 for the initial monthly annuity payment, we will, instead of applying such amount to provide an Annuity Benefit, pay the Annuity Account Value to the payee in a single sum.

SECTION 7.07 CHANGES

We have the right, upon advance notice to you, to change at any time after the fifth anniversary of the Contract's register date and at intervals of not less than five years, the actuarial basis used in the Tables of Guaranteed Annuity Payments. However, no such change will apply to (a) any Annuity Benefit provided before the change or (b) Contributions made before such change which are applied to provide an Annuity Benefit.

PART VIII - CHARGES

SECTION 8.01 WITHDRAWAL CHARGES

The Withdrawal Charge schedule is stated in the Data pages.

A withdrawal charge will be imposed as a percentage of each Contribution made to the extent that (i) any withdrawals during a Contract Year exceed the Free Corridor Amount as discussed below or, (ii) the Certificate is surrendered to receive the Cash Value. We determine the withdrawal charge separately for each Contribution in accordance with the table shown in the Data pages.

The applicable withdrawal charge percentage is determined by the Contract Year in which the withdrawal is made or the Certificate is surrendered, beginning with "Contract Year 1" with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is "Contract Year 1."

Withdrawal charges will be deducted from the Annuity Account Value in the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.

If specified in the Data pages, a "Free Corridor Amount" will apply as follows:

"Free Corridor Amount" means an amount equal to the percentage, stated in the Data pages, of the Annuity Account Value, at the beginning of the Contract Year, minus any amount previously withdrawn during the Contract Year. Amounts withdrawn up to the Free Corridor Amount will not be deemed a withdrawal of Contributions.

Any withdrawals in excess of the Free Corridor Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

If the amount of a withdrawal made under Part V is more than the Free Corridor Amount (defined above), we will (a) first withdraw from the Investment Options, on the basis described in Section 5.01, an amount equal to the Free Corridor Amount, and (b) then withdraw from the Investment Options an amount equal to the excess of the amount requested over the Free Corridor Amount, plus a Withdrawal Charge if one applies.

In addition, the Annuitant's years of participation under the Prior Contract, if applicable, will be included for purposes of determining the Withdrawal Charge, if so specified in the Data pages.

If specified in the Data pages we have the right to reduce or waive the Withdrawal Charge upon such events as stated in the Data pages. Moreover, the Withdrawal Charge will be reduced if needed in order to comply with any applicable state or federal law.

The Free Corridor Amount does not apply when calculating the withdrawal charge applicable upon a surrender.

SECTION 8.02 ADMINISTRATIVE AND OTHER CHARGES DEDUCTED FROM ANNUITY ACCOUNT VALUE

Administration Charges - As of each Processing Date, we will deduct Administration Charges or other Charges related to the administration and/or distribution of this Certificate from the Annuity Account Value. Such Charges, if any, are shown in the Data pages.

The amount of any such Charge will in no event exceed any maximum amount shown in the Data pages, subject to any maximum amount permitted under any applicable law.

We have the right to change the amount of the Charges with respect to future Contributions. We will give you advance notice of any such change.

Charges for Applicable Taxes - A charge for applicable taxes, such as state or local premium taxes generally will be deducted from the amount applied to provide an Annuity Benefit under Section 7.02. In certain states, however, we may deduct the charge from Contributions rather than at the Annuity Commencement Date.

All charges will be deducted from the Annuity Account Value in the Investment Funds on a pro rata basis.

SECTION 8.03 TRANSFER CHARGES

We have the right to impose a charge with respect to any transfer among Investment Options after the number of free transfers, shown in the Data pages, made on behalf of an Annuitant. The amount of such charge will be set forth in a notice from us to you and will in no event exceed any maximum amount stated in the Data pages.

SECTION 8.04 DAILY SEPARATE ACCOUNT CHARGE

Assets of the Investment Funds will be subject to a daily asset charge. This daily asset charge is for mortality risk, expenses, expense risk and distribution expenses that we assume, as well as for financial accounting and death benefits if specified in the Data pages. The charge will be made pursuant to item (c) of "Net Investment Factor" as defined in Section 2.02. Such charge will be applied after any deductions to provide for taxes. It will be at a rate not to exceed the maximum annual rate stated in the Data pages. We have the right to charge less on a current basis; the actual charge to apply, for at least the first Contract Year, is also stated in the Data pages.

SECTION 8.05 CHANGES

In addition to our right to reduce or waive charges as described in this Part VIII, we have the right, upon advance notice to you, to increase the amount of any current charge, other than the Withdrawal Charge, stated in the Data pages, subject to (a) any maximum amount provided in this Part VIII or the Data pages and (b) with respect to Administrative or Other Charges deducted from the Annuity Account Value, the application of any increase only to Contributions made after the date of the change.

PART IX - GENERAL PROVISIONS

SECTION 9.01 CONTRACT

The Contract, Certificate and any attachments (i.e., Endorsements, Riders, etc.) constitute the entire contract between the parties. It will govern with respect to our rights and obligations. Nothing contained in the Contract will invalidate or impair any right granted to you under this Certificate.

The Contract may not be changed, nor may any of our rights or rules be waived, except in writing and by our authorized officer. In addition to the rights of change reserved by us as provided in this Certificate, the Contract may be changed by amendment upon agreement between the Contract Holder and us without the consent of any other person provided that any such change does not reduce any Annuity Benefit provided before such change and provided that no rights, privileges or benefits under the Contract and this Certificate with respect to Contributions made hereunder prior to the effective date of such change may be adversely affected by an amendment without the consent of the Contract Holder and each Certificate Owner.

SECTION 9.02 STATUTORY COMPLIANCE

We have the right to change the Contract without the consent of any other person in order to comply with any laws and regulations that apply. Such right will include, but not be limited to, the right to conform the Contract to reflect changes in the Code, in Treasury regulations or published rulings of the Internal Revenue Service, ERISA, and in Department of Labor regulations.

The benefits and values available under the Contract are not less than the minimum benefits required in the state where the Certificate is delivered and New York law.

SECTION 9.03 DEFERMENT

The use of proceeds to provide a payment of a death benefit and payment of any portion of the Annuity Account Value (less any Withdrawal Charge that applies) will be made within seven days after the Transaction Date. Payments or use of proceeds from the Investment Funds can be deferred for any period during which (1) the New York Stock Exchange is closed or trading is restricted, (2) sales of securities or determination of the fair value of an Investment Fund's assets is not reasonably practicable because of an emergency, or (3) the Securities and Exchange Commission, by order, permits us to defer payment in order to protect persons with interests in the Investment Funds. We can defer payment or transfer of any portion of the Annuity Account Value in the Guaranteed Interest Account for up to six months while you are living. If payment of the Cash Value is deferred for more than ten days from the date we receive your request for payment, we will pay the applicable interest at the current rate payable on the interest only payment option. Such interest will be calculated from the date we receive your request until the date we process your payment.

SECTION 9.04 REPORTS AND NOTICES

At least once each year until the Annuity Commencement Date, we will send you a report showing:

- (a) the total number of Accumulation Units in each Separate Account or Investment Fund;
- (b) the Accumulation Unit Value;
- (c) the dollar amount in each Separate Account or Investment Fund;
- (d) the Cash Value; and
- (e) the amount of the death benefit.

The terms which require us to send you a report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records.

All written notices sent to us will not be effective until received at the Processing Office. Your Certificate Number should be included in all correspondence.

SECTION 9.05 ASSIGNMENTS, NONTRANSFERABILITY, NONFORFEITABILITY

Unless otherwise restricted for tax qualification purposes, you may assign this Certificate. In any event, we will not be bound by an assignment unless we have received it in writing at our Processing Office. Your rights and those of any other person referred to in this Certificate will be subject to the assignment. We assume no responsibility for the validity of an assignment or for any rights or obligations between you and the Assignee. An absolute assignment will be considered a change of ownership to the assignee.

SECTION 9.06 MANNER OF PAYMENT

We will pay all amounts hereunder by check (in United States dollars) or, if so agreed by you and us, by wire transfer. All of your Contributions must be paid by check payable to us (in United States dollars) or by any other method acceptable to us.

PART X - FIXED MATURITY OPTIONS (FMOs)

Each FMO is subject to a Market Value Adjustment ("MVA") formula that may result in adjustments, positive or negative, in benefits. Such MVA will not apply upon transfer to a new FMO or to another Investment Option on the FMO's Expiration Date. The amount in a FMO before application of a MVA is called the Fixed Maturity Amount. The Annuity Account Value in a FMO will be after taking the MVA into account.

SECTION 10.01 FIXED MATURITY OPTION (FMO)

We may offer one or more FMOs. For each such FMO, we guarantee to credit an interest rate (called the FMO Rate to Maturity). Interest will be credited daily to amounts in the FMO. The duration of each FMO offered under the Contract and the FMO Rate to Maturity that applies to each FMO will be furnished by us upon request. The FMO duration and the FMO Rate to Maturity for each FMO you elected upon issuance of your Contract are shown in the Data Pages.

You may elect one or more FMO(s) according to our rules then in effect but the maximum number of FMOs that may be in effect at any one time may not exceed 12 in a Contract Year. Contributions and transfers to a FMO will be allocated according to your election. Contributions and transfers into a FMO will receive the FMO Rate to Maturity for that FMO as of the applicable Transaction Date. The Fixed Maturity Amount of a FMO is equal to the amount allocated to that FMO, plus interest at the FMO Rate to Maturity, minus any withdrawals, transfers and charges, if any, deducted from the FMO and adjusted for any MVA previously applied. In no event will the net interest rate credited to an FMO be less than the Minimum Guaranteed Interest Rate shown in the Data Pages under the "Guaranteed Interest Account." Net interest rate means the interest at the FMO rate to Maturity minus any applicable Optional Benefit Charges.

The last day of a FMO is its Expiration Date. We will notify you at least 15 days but not more than 45 days before the Expiration Date of each FMO. One of the following three options may be elected at the Expiration Date, none of which will result in a MVA:

- (a) transfer a FMO into another FMO of any duration that we then offer;
- (b) transfer a FMO to another Investment Option;
- (c) make a withdrawal from the Fixed Maturity Amount (subject to any Withdrawal Charges and applicable restrictions that may apply).

If no election is made with respect to amounts in a FMO as of its Expiration Date, such amounts will be transferred into the FMO with the earliest subsequent Expiration Date that we are then offering. If we are not offering new FMOs, then such amounts will be transferred into the Money Market Fund. During the 30 days following the Expiration Date, the full Fixed Maturity Amount (less any withdrawals or transfers made or charges deducted during such 30 day period) may be transferred into a new FMO or other Investment Option.

If you are age 76 to 80, allocations may be made only to FMOs with maturities of seven years or less; if you are age 81 or older, allocations may be made only to FMOs with maturities of five years or less; however, in no event may allocations be made to a FMO that extends beyond your Annuity Commencement Date.

Amounts allocated to a FMO are held in our Separate Account No. 46 (referred to as "SA46"). We have established SA46 and maintain it in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets of SA46 are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in SA46 to support the Contract and other annuity contracts. The assets of SA46 are our property. The portion of such assets equal to the reserves and other contract liabilities will not be chargeable with liabilities that arise out of any other business we conduct. We may transfer assets of SA46 in excess of reserves and other liabilities with respect to such account to another separate account or to our general account.

We have the right, subject to compliance with applicable law, to: (a) add new separate accounts to be used for the same purpose as SA46, (b) divide SA46 into two or more separate accounts to be used for the same purpose, and (c) combine SA46 with any other separate account that is used for the same purpose.

SECTION 10.02 TRANSFERS, WITHDRAWALS, DEATH AND ANNUITY BENEFITS

If a request is made for a transfer from a FMO to another Investment Option or for a withdrawal from a FMO, other than as described in Item 1 above, the transfer or withdrawal will be subject to a MVA as described below. The MVA will be in addition to any withdrawal charges that apply.

Amounts applied from a FMO to provide a death benefit or any annuity form offered by us will be subject to a MVA, unless otherwise provided in the Data Pages. A negative MVA will not be imposed on a death benefit.

Payments or transfers from the FMO may be deferred up to six months while you are living.

Transfers are permitted to a FMO from any Investment Option after the initial Contribution or transfer into such FMO only if such FMO is available for new contributions.

SECTION 10.03 MARKET VALUE ADJUSTMENT (MVA)

The MVA applicable upon transfer or withdrawal from a FMO (referred to as "your FMO") is determined as follows:

- (a) We determine the Fixed Maturity Amount that will be payable on the Expiration Date of your FMO, using the FMO Rate to Maturity for such FMO.
- (b) We determine a current FMO Rate to Maturity (item "A" in the formula below) as of the transaction Date of your transfer or withdrawal from a FMO in accordance with the following formula:

$$A = B + [C/365 \times (D-B)] + E, \text{ where}$$

A = The current rate used to calculate the applicable MVA.

B = The FMO Rate to Maturity that applies to new contributions to a FMO in the same class of Contract as yours and having a maturity equal to the number of whole years remaining in your FMO. (For example, if the period remaining to maturity of your FMO is 4 years and 65 days, the applicable FMO Rate to Maturity is the rate for an FMO with an Expiration Date in 4 years.)

C = The number of days remaining to your FMO maturity that is in excess of the whole years used in A. (For example, if the period remaining to maturity is 4 years 65 days, C is equal to 65.)

D = The FMO Rate to Maturity that applies for new contributions to a FMO in the same class of Contract as yours and having a maturity of one year more than the number of whole years remaining in your FMO. (This would be the rate for a five year maturity in the case of the example given above.)

E = A percentage that will not exceed 0.25%

If there are no whole years remaining in your FMO then A will be equal to D. If we are not offering a FMO with the maturity necessary to calculate B or D, then B or D respectively, will equal 3%.

- (c) We determine the present value of the Fixed Maturity Amount payable at the Expiration Date, using the time period equal to the period remaining to maturity of your FMO and the rate determined in item (b).
- (d) We subtract the current Fixed Maturity Amount from the result in (c). The result is the MVA, which may be positive or negative, applicable to such FMO.

A detailed description of this calculation is filed with the superintendent.

The MVA (positive or negative) resulting from a withdrawal or transfer of a portion of the Fixed maturity Amount in a FMO will be a percentage of the MVA that would be applicable upon a withdrawal of the entire Fixed Maturity Amount from a FMO. The percentage is determined by dividing (i) the amount of the withdrawal or transfer from the FMO by (ii) the Fixed Maturity Amount in such FMO prior to the withdrawal or transfer. The MVA will be in addition to any withdrawal or transfer charges which otherwise apply.

If we are no longer offering new FMOs, the MVA will be determined using the "Moody's rate", which will be a rate based on the most recent Moody's Corporate Bond Yield Average Monthly Average Corporates, for the duration required, as published by Moody's Investor Services, Inc. There is no adjustment made to the Moody's rate. We determine the present value of the Fixed Maturity Amount payable at the Expiration Date using both the Moody's rate in a) and the Moody's rate in b) below and the time period equal to the period remaining to maturity of your FMO, where:

- a) is the Moody's rate for the remaining duration on the date the withdrawal is made.
- a) is the Moody's rate for the initial duration of the FMO on the date the Contribution was made to such FMO.

The MVA is equal to the amount calculated using the rate in a) minus the amount calculated using the rate in b).

If such Moody's rate is not available, subject to the approval of the superintendent a rate based on a substantially similar average will be used.

SECTION 10.04 REPORTS AND NOTICES

We will report the values of the FMO in the reports sent out as described in your Contract. Such report will include the Fixed Maturity Amount, MVA and Annuity Account Value in the FMO.

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Life Annuity Form with Ten* Years Certain provided by application of \$1,000.

<u>Ages</u>	<u>Monthly Income</u>		<u>Ages</u>	<u>Monthly Income</u>	
	<u>Males</u>	<u>Females</u>		<u>Males</u>	<u>Females</u>
60	4.12	3.70	76	5.95	5.26
61	4.20	3.76	77	6.10	5.40
62	4.29	3.83	78	6.25	5.55
63	4.38	3.90	79	6.40	5.70
64	4.48	3.98	80	6.69	5.92
65	4.58	4.06	81	6.86	6.09
66	4.68	4.14	82	7.21	6.35
67	4.79	4.23	83	7.41	6.55
68	4.90	4.32	84	7.81	6.86
69	5.02	4.42	85	8.05	7.08
70	5.14	4.52	86	8.28	7.31
71	5.26	4.63	87	8.80	7.70
72	5.39	4.75	88	9.08	7.96
73	5.52	4.87	89	9.69	8.41
74	5.66	4.99	90	10.01	8.70
75	5.80	5.12			

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 2.5% interest and the 1983 Individual Annuity Mortality Table "a" projected with modified Scale "G", where the mortality improvements are adjusted to be not less than 1% for males and 1.25% for females and projected for (age minus 25) years.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Variable Annuity Benefit payable monthly on the Life Annuity Form with Ten* Years Certain provided by application of \$1,000 if the Assume Base Rate of Net Investment Return is:

		<u>Interest Rate</u>		<u>5%</u>	
<u>Ages</u>	<u>Monthly Income</u>		<u>Ages</u>	<u>Monthly Income</u>	
	<u>Males</u>	<u>Females</u>		<u>Males</u>	<u>Females</u>
60	5.45	5.08	76	7.05	6.40
61	5.52	5.13	77	7.18	6.53
62	5.59	5.19	78	7.32	6.66
63	5.67	5.25	79	7.45	6.79
64	5.75	5.31	80	7.60	6.93
65	5.84	5.37	81	7.74	7.07
66	5.93	5.44	82	7.89	7.22
67	6.02	5.52	83	8.04	7.37
68	6.12	5.60	84	8.19	7.53
69	6.22	5.68	85	8.34	7.68
70	6.33	5.77	86	8.49	7.84
71	6.44	5.86	87	8.63	8.00
72	6.55	5.96	88	8.77	8.15
73	6.67	6.06	89	8.91	8.30
74	6.79	6.17	90	9.05	8.45
75	6.92	6.28			

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy.

The amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table "a" projected with modified Scale "G" where the mortality improvements are adjusted to be not less than 1% for males 1.25% for females and projected for (age minus 25) years and a two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

ENDORSEMENT APPLICABLE TO IRA CONTRACTS

In this endorsement, "we", "our" and "us" means AXA Equitable Life Insurance Company and "you" and "your" mean the Owner. For purposes of this Endorsement, reference to "Contract" will also include Certificate.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is an "IRA Contract", which is issued as an individual retirement annuity contract, which meets the requirements of Section 408(b) of the Code.

This Contract is established for the exclusive benefit of you and your beneficiaries, and the terms below change, or are added to, applicable sections of this Contract. Also, your entire interest under the Contract is not forfeitable. The provisions of this IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

1. **Annuity Commencement Date:** *The following is added to the existing definition:*

You may not choose an Annuity Commencement Date later than the maximum maturity age currently age. The maximum maturity age will not exceed the later of age 90 or the tenth Contract Year. However, if the annuitant reaches age 95 within 10 years of the Contract Date, then the maximum maturity age is 95. If you choose a Date later than age 70 1/2, you must meet the lifetime Required Minimum Distribution rules applicable to this IRA Contract by making withdrawals at least annually with respect to this Contract. See the "Withdrawals" section of the Contract and Item 8 (Required Minimum Distributions) below.

2. **Code:** *The existing definition is replaced by the following:*

"Code" means the Internal Revenue Code of 1986, as amended at any time, or any corresponding provisions of prior or subsequent United States revenue laws. References to the "Code" in this Contract include references to applicable Federal income tax Regulations.

3. **Owner:** *The following is added to the existing definition:*

You must be both the Annuitant and the Owner.

4. **Limits on Contributions:** *The following is added to the existing section*

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

Except in the case of a "rollover Contribution" or a "direct transfer" Contribution described in the next two sentences, or a Contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Code Section 408(k), the total of such Contributions will not exceed the dollar limits in the next two paragraphs of this Item 4 for any taxable year. A "rollover Contribution" is one permitted by any of the following sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A "direct transfer" Contribution is the transfer of amounts to this Contract directly from an individual retirement account or another individual retirement annuity contract which meets the requirements of Section 408 of the Code.

The total of such Contributions which are not rollover, direct transfer or SEP Contributions to this Contract shall not exceed:

- \$3,000 for any taxable year beginning in 2002 through 2004;
- \$4,000 for any taxable year beginning in 2005 through 2007; and
- \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the annual dollar limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(C). Such adjustments will be in multiples of \$500.

If you are age 50 or older, the annual dollar limit on Contributions is increased by:

- \$500 for any taxable year beginning in 2002 through 2005; and
- \$1,000 for any taxable year beginning in 2006 and years thereafter.

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to Contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2 year period beginning on the date you first participated in that employers SIMPLE IRA plan.

5. Death Benefit: *The following is added to the existing section:*

Under either of the following two circumstances, the death benefit under the "Death Benefit" section of the Contract will not be paid at your death before the Annuity Commencement Date and the coverage under the Contract will continue if:

- (1) You are married at the time of your death and the person named as sole beneficiary under the "Beneficiary" section of the Contract is your surviving spouse; and your surviving spouse elects to become "Successor Owner and Annuitant" of your Contract.
- (2) Also, a death benefit will not be paid under the "Death Benefit" section of the Contract if the "Beneficiary Continuation Option" under Item 6 of this Endorsement is in effect.

6. Beneficiary Continuation Option (BCO): *The following section is added:*

This Item 6 will apply only if you die before the Annuity Commencement Date and the beneficiary(ies) named under the "Beneficiary" section of the Contract is an individual. With the exception of the following paragraph, this Item 6 does not apply to any beneficiary which is not an individual, and that non-individual beneficiary's portion of the death benefit described in the "Death Benefit" section of the Contract is payable to that beneficiary.

This Item 6 applies to a non-individual beneficiary only if it is a "see through trust". A see through trust is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the beneficiary named pursuant to the "Beneficiary" section of the Contract, the successor Annuitant is the oldest beneficiary of such trust.

If this Item 6 applies and there is more than one beneficiary, the Annuity Account

Value and any other interest under the Contract described in Item 8 will be apportioned among your beneficiaries as you designate pursuant to the "Beneficiary" section of the Contract.

If the beneficiary qualifies to continue this Contract, and we receive that beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that beneficiary may continue your Contract pursuant to this Item 6 under the terms set forth in (a) through (h) below. Each such beneficiary electing to continue his or her portion of the interest under the Contract is a "Continuation Beneficiary". For any beneficiary who does not timely elect to continue his or her portion of the interest under the Contract, we will pay that beneficiary's share of the death benefit pursuant to the "Death Benefit" section of the Contract, in a lump sum.

- a. Each Continuation Beneficiary will automatically become the Annuitant as defined in the Contract with respect to that Continuation Beneficiary's portion of the interest in the Contract. If you have specifically elected under the "Beneficiary" section of the Contract and Item 7 of this Endorsement that we not separately account for each beneficiary's portion of the interest in the Contract, the oldest Continuation Beneficiary will be the Annuitant for purposes of calculating the Required Minimum Distribution payments in Item 8 of this Endorsement (Minimum Distribution Rules-Required Payments After Death).
- b. Each Continuation Beneficiary will have the right to transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the interest in the Contract.
- c. A Continuation Beneficiary cannot make any additional Contributions.
- d. Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the interest in the Contract will be made in accordance with requirements described in Item 8 of this Endorsement (Minimum Distribution Rules-Required Payments After Death).
- e. A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time; withdrawals made after we have received a Continuation Beneficiary's election to continue this Contract are not subject to a withdrawal charge.
- f. Upon a Continuation Beneficiary's death, we will make a lump sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of Item 8B of this Endorsement (Minimum Distribution Rules-Required Payments After Death).
- g. The Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary.
- h. If the minimum income benefit, are in effect as of the date, we receive satisfactory proof of your death, any required instructions for the method of payment, information and forms necessary to effect payment, the charges, if any, for such

benefit(s) will no longer apply and the minimum income benefit, as applicable will no longer be in force. If the Annuity Account Value at the time of death is less than the current minimum death benefit, then we will reset the Annuity Account Value to equal the death benefit.

7. **Beneficiary:** *The following sentence is added at the end of the second paragraph of the existing section:*

Unless you specifically elect in writing otherwise, we will treat each beneficiary's share of the death benefit payable as a separate account for the benefit of each beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

The third paragraph of the existing section is replaced with the following:

Any part of a death benefit payable under the "Death Benefit" section of the Contract for which there is no named beneficiary living at your death will be payable in a single sum to your surviving spouse, if any; if there is no surviving spouse, then to the children who survive you, in equal shares; if there are no children, then to your estate.

8. **Required Minimum Distributions:** *The following section is added:*

This Contract is subject to these "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code and the Treasury Regulations which apply.

Part A of this Item 8 describes the Required Minimum Distributions to be made during your lifetime. Part B of this Item 8 describes the Required Minimum Distributions to be made after your death, if you die before your entire interest in this Contract is distributed to you. The Required Minimum Distribution Rules may be satisfied by either an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another individual retirement arrangement that you maintain, pursuant to Treasury Regulations. If you do not take Required Minimum Distribution payments from this Contract, we will assume that you are taking them from another individual retirement arrangement that you maintain.

For purposes of both the "lifetime" Required Minimum Distribution rules and the Required Minimum Distribution rules after death, the following definitions and conditions apply:

Your "entire interest" in this Contract for purposes of the Required Minimum Distribution Rules. Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

Required Beginning Date. Your "Required Beginning Date" is the first day of April following the calendar year in which you attain age 70 1/2. This is the latest date when your lifetime Required Minimum Distribution payments with respect to this Contract can start.

A. Minimum Distribution Rules -- Required Payments During Your Life

Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this Contract shall be made in accordance with the requirements of Code Section 408(b)(3) and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of your interest in this Contract must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder, rather than the following paragraphs below in this Item 8A and Item 8B (applicable to annuity distributions).

Your entire interest in this Contract will be distributed or begin to be distributed no later than your Required Beginning Date defined above. Your entire interest may be distributed, as you elect, over (a) your life, or the lives of you and your designated beneficiary, or (b) a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your designated beneficiary.

These "lifetime" Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6T of the Temporary Treasury Regulations or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Temporary Treasury Regulation Section 1.401(a)(9)-6T or any successor Regulation.

The distribution periods described in the second preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6T of the Temporary Treasury Regulations or any successor Regulation.

The first lifetime Required Minimum Distribution payment can be made as late as April 1 of the year following the year you attain age 70 1/2 and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

B. Minimum Distribution Rules Required Payments After Death

- (a) **Death On or After Lifetime Required Minimum Distribution Payments Commence.** If you die on or after lifetime Required Minimum Distribution payments commence, the remaining portion of your interest will continue to be distributed under the Annuity Benefit or other option chosen under the Contract.
- (b) **Death Before Lifetime Required Minimum Distribution Payments Commence.** If you die before lifetime Required Minimum Distribution Payments commence, your entire interest will be distributed at least as rapidly as follows:
 - (1) If your designated beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the beneficiary may elect to take distribution of your entire interest in accordance with Item 8B, paragraph (b)(3) below.
 - (2) If your sole designated beneficiary is your surviving spouse, your entire interest will be distributed, starting by the end of the calendar year following

the calendar year of your death (or by the end of the calendar year in which you would have attained age 70 1/2, if later), over such surviving spouse's life. In the alternative, your surviving spouse may elect to take distribution of your entire interest in accordance with Item 8B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in accordance with Item 8B paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Benefit or other Contract option chosen.

- (3) If there is no individual designated as beneficiary, or if the applicable beneficiary chooses this alternative, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under Item 8B, paragraph (b)(2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Item 8B and reduced by 1 for each subsequent year.
- (c) If the designated beneficiary is your surviving spouse, and a Successor Owner and Annuitant option (described in Item 5 above of this Endorsement) is elected, the distribution of your interest need not be made until your surviving spouse's Required Beginning Date for lifetime Required Minimum Distributions described above in this Item 8, or your surviving spouse's death if earlier.
- (d) For purposes of paragraphs (a) and (b) of this Item 8B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in this Item 8 or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Temporary Treasury Regulation Section 1.401(a)(9)-6T or any successor Regulation, then required distributions are considered to commence on the annuity starting date.

9. **Withdrawal Charges:** *The following is added at the end of the existing section:*

We reserve the right to waive the contingent withdrawal charge on Required Minimum Distribution payments.

10. **Amount of Annuity Benefits:** *The second paragraph of the existing section is deleted and replaced with the following:*

We reserve the right to deduct from the amount applied to provide an Annuity Benefit a charge that we determine which is designed to approximate certain taxes that may be imposed on us, including but not limited to premium taxes which may apply in your state. If the tax to which this charge relates is imposed on us at a time other than when amounts are applied to an Annuity Benefit, we reserve the right to deduct this charge for taxes from Contributions in the section of the Contract titled "Contributions and Allocations" or "Withdrawals and Termination" in Part V, as applicable. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current individual annuity rates, whichever rates would provide a larger benefit with respect to the payee.

11. **Reports - Notices:** *The following is added at the end of the existing section:*

We will send you a report as of the end of each calendar year showing the status of the Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

12. **Assignments, Nontransferability, Nonforfeitability:** *The existing section is replaced by the following:*

You may not transfer this Contract.

Your rights under this Contract may not be assigned, pledged or transferred except as required by law. You may not name a new Owner, except as described in this Endorsement in relation to death benefits.

13. **Termination:** *The following is added to the existing section:*

If an annuity under the Contract fails to qualify as an annuity under Section 408(b) of the Code, we will have the right to terminate the Contract. We may do so, upon receipt of notice of such fact, before the Annuity Commencement Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an annuity which meets the terms of the Code. However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

We reserve the right to terminate the Contract if there is no Annuity Account Value.

AXA EQUITABLE LIFE INSURANCE COMPANY



Christopher M. Condrón
Chairman, President and Chief Executive Officer



Karen Field Hazin
Vice President, Secretary and Associate General Counsel

**ENDORSEMENT APPLICABLE TO GUARANTEED INTEREST
SPECIAL DOLLAR COST AVERAGING**

This endorsement is part of your Certificate, and the same definitions apply to the capitalized terms used herein. The benefit described in this endorsement is subject to all the terms contained in your Certificate, except as modified below.

In this endorsement, "we", "our", and "us" means AXA Equitable Life Insurance Company and "you" and "your" means the Owner.

Special Dollar Cost Averaging Program

Under a Special Dollar Cost Averaging program, you allocate all or any portion of your Contribution to an interest bearing account for the program. We transfer a portion of each amount allocated to the account (including accrued interest) to the Investment Funds according to your allocation instructions on a systematic monthly basis, such that all amounts are transferred out of the account by the end of the program. Transfers will be made on a first-in first-out (fifo) basis. Each program is for a three, six, or twelve month period or such other period we may make available to you in the future. The minimum initial amount that you may allocate to a Special Dollar Cost Averaging program is \$2,000. The minimum subsequent Contribution to an existing program is \$250.00. Subsequent Contributions to an existing Special Dollar Cost Averaging program will not extend the expiration date of that program.

You may elect to participate in a Special Dollar Cost Averaging program at any time, but you may have only one program in effect at a time. At the expiration of a Special Dollar Cost Averaging program, you may start a new program with a new Contribution.

Any amount held in an account for Special Dollar Cost Averaging becomes part of our general assets, which support the guarantees of this Certificate and other contracts. We will credit the amount of each Contribution allocated to and remaining in an account for Special Dollar Cost Averaging with interest at the effective annual rate that was applicable to your program on the Transaction Date of the Contribution. We may set different rates for programs of different duration.

Transfer Rules

You may not transfer Annuity Account Value into a Special Dollar Cost Averaging program. You may not transfer a Special Dollar Cost Averaging program into another Special Dollar Cost Averaging program or into the Guaranteed Interest Account. Any request by you to transfer amounts out of an account for Special Dollar Cost Averaging, other than your regularly scheduled transfers to the Investment Funds as part of a Special Dollar Cost Averaging program, will terminate that Special Dollar Cost Averaging program. Any amount remaining in the account for Special Dollar Cost Averaging after such a transfer will be transferred to your other Investment Options according to your then current allocation instructions.

Effect of Withdrawals

Any withdrawal from an account for Special Dollar Cost Averaging will terminate that Special Dollar Cost Averaging program. Any amounts remaining in the account for Special Dollar Cost Averaging after such a withdrawal will be transferred to your other Investment Options according to your then current allocation instructions.

AXA EQUITABLE LIFE INSURANCE COMPANY



Christopher M. Condon
Chairman, President and Chief Executive Officer



Karen Field Hazin
Vice President, Secretary and Associate General Counsel

GUARANTEED MINIMUM INCOME BENEFIT ("GMIB") RIDER
(also known as the Living Benefit)

This rider is part of your Certificate, and the same definitions apply to the capitalized terms used herein. The benefit described in this rider is subject to all the terms contained in your Certificate, except as modified below. In this rider, "we", "our", and "us" means AXA Equitable Life Insurance Company and "you" and "your" means the Owner. **This rider does not provide a Cash Value or any minimum account value, nor does it increase the amount of the Death Benefit under your Certificate.**

This Rider's Benefit

On the Transaction Date that you exercise the Guaranteed Minimum Income Benefit (GMIB), the annual lifetime income that will be provided under the fixed payout option selected will be the greater of (i) the GMIB, and (ii) the amount of income that would be provided by application of the Annuity Account Value as of the Transaction Date at our then current annuity purchase factors for the same payout option. The GMIB benefit base, as defined below, is applied to guaranteed minimum annuity purchase factors to determine the GMIB. The guaranteed minimum annuity purchase factors are shown in the attached table.

You may apply amounts during the period of time indicated below to receive a minimum amount of guaranteed lifetime income under either (i) our Life Annuity payout option or (ii) our Life Annuity with a Period Certain payout option. Other options may be available at the time of exercise. The Life Annuity payout option provides fixed annuity payments while the Annuitant is living. Payments end with the last payment made before the Annuitant's death. The Life Annuity payout option is also available on a joint and survivor basis.

The Life Annuity with a Period Certain payout option provides payment during a period certain with payments continuing for life thereafter. The period certain is based on the Annuitant's age at the time the Life Annuity with a Period Certain payout option is elected. The period certain is 10 years for Annuitants' age 60 through 75; 9 years for age 76; 8 years for age 77; 7 years for ages 78 through 83; 6 years for age 84; and 5 years for age 85. The Life Annuity with a Period Certain payout option is also available on a joint and survivor basis.

Conditions of this Rider

Certificates issued in the Tax Sheltered Annuity and Qualified Plan markets must convert to a traditional IRA Certificate to exercise the GMIB.

The GMIB may be exercised only within 30 days following each Contract Date Anniversary beginning with the 10th or later Contract Date Anniversary under this Certificate. However, it may not be exercised later than the Contract Date Anniversary following the Annuitant's 85th birthday.

You will begin receiving annual payments 12 months after the GMIB supplementary contract is issued which reflects the terms of this benefit.

Guaranteed Minimum Income Benefit Benefit Base - On the Contract Date, your 6% Roll Up to Age 85 and Annual Ratchet to Age 85 benefit bases are both equal to your initial Contribution. Thereafter, both benefit bases are adjusted for any subsequent Contributions and withdrawals and your GMIB benefit base is equal to the greater of your 6% Roll Up to Age 85 or Annual Ratchet to Age 85 benefit base.

6% Roll Up to Age 85

Your 6% Roll Up to Age 85 benefit base is credited each day with interest at an annual effective rate of 6% (3% for amounts in the EQ/AllianceBernstein Intermediate Government Securities, EQ/Money Market, EQ/Short Duration Bond, Guaranteed Interest Account, Fixed Maturity Options and the loan reserve account (if applicable)) through the Contract Date Anniversary following the Annuitant's 85th birthday (or the Annuitant's death, if earlier), and 0% thereafter. The Guaranteed Minimum Income Benefit interest rate applicable during the period selected for the Special Dollar Cost Averaging Account, if applicable, will be 6% and for the Money Market Fund (12 Month) Dollar Cost Averaging Account, if applicable, will be 6%. The interest rate (1) is used solely for determining the GMIB benefit base and (2) does not establish a minimum account value. The benefit base is not available as a cash surrender benefit.

Annual Ratchet to Age 85

For the Annual Ratchet to Age 85 benefit base, on each Contract Date Anniversary up to the Contract Date Anniversary following the Annuitant's 85th birthday, if the Annuity Account Value is greater than the current Annual Ratchet to Age 85 benefit base, the Annual Ratchet to Age 85 benefit base is reset to equal the Annuity Account Value.

Effect of Withdrawals

The 6% Roll Up to Age 85 and the Annual Ratchet to Age 85 benefit bases will each be reduced by withdrawals. The reduction is determined separately for each benefit base. The Annual Ratchet to Age 85 benefit base will be reduced pro rata by all withdrawals. The reduction of the Roll Up to Age 85 benefit base is on a dollar-for-dollar basis as long as the sum of your withdrawals in that Contract Year is 6% or less of the 6% Roll Up to Age 85 benefit base as of the beginning of the Contract Year. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed 6% of the benefit base as of the beginning of the Contract Year, that entire withdrawal and any subsequent withdrawals in that Contract Year will cause a pro rata reduction of the Roll Up to Age 85 benefit base.

A pro rata reduction is determined as follows:

1. Divide the amount of your withdrawal by your Annuity Account Value immediately preceding the withdrawal;
2. Multiply the fraction calculated in 1. by the amount of your benefit base immediately preceding the withdrawal. This is the amount of the pro rata reduction.

The GMIB benefit base will also be reduced by any withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB benefit base as described above.

The GMIB benefit base does not create an Annuity Account Value or a Cash Value and is used solely for purposes of calculating the GMIB.

Special Rules For Successor Owner/Annuitant

If the Owner/Annuitant dies and the surviving spouse (who is the joint owner or the sole primary beneficiary) elects to become Successor Owner/Annuitant (SOA) and is age 84 or younger, the GMIB crediting continues until the Contract Date Anniversary following the SOA's 85th birthday unless (i) on the date of the original Owner/Annuitant's death, the SOA was age 85 or older or the SOA will become 85 prior to the end of the original Owner/Annuitant's waiting period under "Conditions of this Rider," above, or (ii) at the

time of death, the original Owner/Annuitant had attained age 85 and GMIB crediting had stopped or the Certificate was past the last possible GMIB exercise date.

If GMIB crediting is continued under the preceding paragraph, then the Annuitant age for determining when GMIB may be exercised under "Conditions of this Rider," above, is based on the SOA's age as of (i) the date of the original Owner/Annuitant's death and (ii) the Contract Date (with respect to the waiting period under "Conditions of this Rider," above). Determination of the Contract Date Anniversary is not affected by the death of the original Owner/Annuitant.

If GMIB crediting is not continued as described above, the GMIB feature and GMIB charge terminate upon the death of the original Owner/Annuitant and are not reinstated for the SOA.

The Cost of This Rider

The charge for this benefit is shown in the Data Pages.

General Provisions of This Rider

Upon the occurrence of any of the following, this rider and any charge associated herewith will terminate: (i) the Certificate terminates, (ii) the Annuitant reaches the Contract Date Anniversary following his/her 85th birthday, (iii) the Certificate is continued under the Beneficiary Continuation Option, if applicable, or (iv) the Certificate is annuitized including exercise of Guaranteed Minimum Income Benefit (also referred to as Living Benefit).

AXA EQUITABLE LIFE INSURANCE COMPANY



Christopher M. Condrón
Chairman, President and Chief Executive Officer



Karen Field Hazin
Vice President, Secretary and Associate General Counsel

**Guaranteed Minimum Income Benefit
Table of Guaranteed Minimum Annuity
Purchase Factors
For Initial Level Annual Income
Single Life - Female**

<u>Election Age</u>	<u>Purchase Factors</u>	
	<u>Life Annuity with a Period Certain</u>	<u>Life Annuity</u>
60	4.49%	4.57%
61	4.57	4.66
62	4.65	4.75
63	4.73	4.84
64	4.81	4.94
65	4.90	5.05
66	5.00	5.16
67	5.09	5.28
68	5.19	5.41
69	5.29	5.54
70	5.39	5.69
71	5.49	5.84
72	5.59	6.01
73	5.70	6.19
74	5.79	6.38
75	5.88	6.58
76	6.09	6.79
77	6.33	7.02
78	6.59	7.26
79	6.72	7.51
80	6.83	7.79
81	6.93	8.08
82	7.02	8.40
83	7.10	8.73
84	7.52	9.10
85	8.01	9.48

Interest Basis: 2.5% Non-participating

Mortality: 1983 Individual Annuity Mortality Table "a" for Female projected with modified Scale "G" where the mortality improvements are adjusted to be not less than 1% for males and 1.25% for females and projected for (attained age minus 25) years.

Factors required for annuity forms not shown in the above table will be calculated by us to be actuarially equivalent.

These rates apply only to the Guaranteed Minimum Income Benefit under this Rider. The minimum annuity benefits guaranteed by your Certificate upon application of the Annuity Account Value, as set forth in the Table of Guaranteed Annuity Payments in your Certificate, may be based on different rates.

GUARANTEED MINIMUM DEATH BENEFIT ("GMDB") RIDER
Annual Ratchet to Age 85

This rider is part of your Certificate, and the same definitions apply to the capitalized terms used herein. The benefit described in this rider is subject to all the terms contained in your Certificate, except as modified below. In this rider, "we", "our" and "us" means AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

This Rider's Benefit

On the Contract Date, the Guaranteed Minimum Death Benefit (GMDB) is equal to your initial Contribution. Thereafter, on each Contract Date Anniversary through the Contract Date Anniversary following the Annuitant's 85th birthday, if the Annuity Account Value is greater than the current GMDB, the GMDB is reset to equal the Annuity Account Value. The GMDB is also adjusted for any subsequent Contributions and withdrawals as described under "Effects of Withdrawals" below.

Effect of Withdrawals

During each Contract Year, the Annual Ratchet to Age 85 GMDB will be reduced pro rata by withdrawals.

A pro rata reduction is determined as follows:

- (1) Divide the amount of the withdrawal by your Annuity Account Value immediately preceding the withdrawal;
- (2) Multiply the fraction calculated in (1) by the amount of your GMDB immediately preceding the withdrawal. This is the amount of the pro rata reduction. We will reduce your GMDB by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

Special Rules For Successor Owner/Annuitant

If the Owner/Annuitant dies and the surviving spouse (who is the joint owner or sole primary beneficiary) elects to become Successor Owner/Annuitant (SOA), the Annuity Account Value for the continued Certificate will be equal to the greater of (i) the Annuity Account Value as of the date we receive due proof of the Owner/Annuitant's death, or (ii) the GMDB as of the date of the Owner/Annuitant's death. If the GMDB is greater than the Annuity Account Value, we will re-set the Annuity Account Value to equal the GMDB. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. We do not re-set the GMDB if the Annuity Account Value is higher.

In determining whether this rider will continue to apply, we will use the age of the SOA as of the date of death of the original Owner/Annuitant.

If the SOA is age 75 or younger, this optional GMDB continues until the Contract Date Anniversary following the SOA's 85th birthday. If the GMDB had ended due to the original Owner/Annuitant attaining age 85, we will reinstate the GMDB if the SOA is eligible.

If the SOA is age 76 or older, the GMDB value is frozen as of the date of death of the original Owner/Annuitant (and adjusted for any Contributions and withdrawals thereafter) and any charge that applies ends.

Withdrawal charges will no longer apply to Contributions made prior to the original Owner/Annuitant's death. Withdrawal charges apply to any Contributions made by the SOA after the original Owner/Annuitant's death.

The Cost of This Rider

The charge for this benefit is shown in the Data Pages.

General Provisions of This Rider

Upon the occurrence of any of the following, this rider and any charge associated herewith will terminate: (i) the Certificate terminates, (ii) SOA is elected and the SOA is age 76 or older as of the date of death of the original Annuitant, (iii) the Certificate is continued under the Beneficiary Continuation Option, if applicable, or (iv) the Certificate is annuitized, including exercise of Guaranteed Minimum Income Benefit (also referred to as Living Benefit), if applicable.

AXA EQUITABLE LIFE INSURANCE COMPANY



Christopher M. Condon
Chairman, President and Chief Executive Officer



Karen Field Hazin
Vice President, Secretary and Associate General Counsel

ENDORSEMENT APPLICABLE TO DEFENSE OF MARRIAGE ACT

This Endorsement is part of your Certificate. The benefit described in this Endorsement is subject to all the terms contained in your Certificate, except as modified below.

Effective May 1, 2010, the following is added to your Certificate:

DEFENSE OF MARRIAGE ACT ("DOMA")

Pursuant to Section 3 of the federal Defense of Marriage Act ("DOMA"), same-sex marriages currently are not recognized for purposes of federal law. Therefore, the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Internal Revenue Code sections 72(s) and 401(a)(9) are currently NOT available to a same-sex spouse. Same-sex spouses who own or are considering the purchase of annuity products that provide benefits based upon status as a spouse should consult a tax advisor. To the extent that an annuity contract or certificate accords to spouses other rights or benefits that are not affected by DOMA, same-sex spouses remain entitled to such rights or benefits to the same extent as any annuity holder's spouse.

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Christopher M. Condon
Chairman, President and Chief Executive Officer



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

AXA EQUITABLE LIFE INSURANCE COMPANY

**ENDORSEMENT APPLICABLE TO THE WITHDRAWAL OF
THE DEFENSE OF MARRIAGE ACT**

This Endorsement is part of your Contract, Endorsement or Rider and its provisions apply in lieu of any Contract, Endorsement or Rider provisions to the contrary. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Endorsement" means this Endorsement. The term "Contract" as used in this Endorsement applies to either a Contract or a Certificate.

Effective immediately, all references to the Federal Defense of Marriage Act ("DOMA") and any provisions relating thereto that are contained in your Contract, Endorsement or Rider, are hereby removed and are no longer part of such documents.

AXA EQUITABLE LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Mark Pearson".

Mark Pearson
Chairman of the Board and Chief Executive Officer

A handwritten signature in black ink, appearing to read "Karen Field Hazin".

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

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